NON-DISCLOSURE AND RESTRICTED USE AGREEMENT

by and between

DRIMCO GmbH, Am Moosfeld 13, 81829 Munich, Germany,

and

NAME, ADDRESS,

- hereinafter referred to as "Party" or "Parties" respectively -

Whereas, the Parties intend to engage in discussions concerning PURPOSE ("Purpose");

Whereas, in the course of such activities it is anticipated that the Parties will disclose to/among each other proprietary information for the Purpose, which information the Parties regard as confidential.

Now therefore, the Parties enter into the following agreement ("Agreement"):

Article 1 Definitions

"Affiliate" shall mean a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with one of the Parties, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition "control" of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity.

"Confidential Information" shall mean any information and data, including, but not limited to, any kind of business, commercial or technical information and data disclosed by one Party or its Affiliates to the other Party/Parties, in connection with the Purpose, irrespective of the medium in which such information or data is embedded, which is marked "Confidential" or similarly marked by the disclosing Party or which is - when disclosed orally or visually - identified as such prior to disclosure and summarized in writing by the disclosing Party and said summary is given to the receiving Party marked "Confidential" or similarly labelled within thirty (30) days after such disclosure. Confidential Information shall include any copies or abstracts made thereof as well as any apparatus, modules, samples, prototypes or parts thereof. Confidential Information shall also include (i) the fact that the Parties are in discussions regarding the Purpose and that Confidential Information is being disclosed, and (ii) any terms, conditions or arrangements discussed in relation to the Purpose.

“Effective Date” shall mean the last date that this Agreement has been executed by the Parties.

“Permitted Recipients” shall mean:

(i) Affiliates of the receiving Party/Parties, and

(ii) consultants or advisers advising (including UVC Investment Advisory Board and its advisors) the receiving Party/Parties and/or its/their Affiliate with regard to the Purpose, and

but limited to such recipients who each reasonably need to know Confidential Information for the Purpose, and who have in addition, prior to receiving Confidential Information, executed a written agreement imposing confidentiality obligations with respect to the Confidential Information no less stringent than the obligations imposed on the receiving Party by this Agreement.

Article 2 Confidentiality; restricted use

All Confidential Information

(i) shall be used by the receiving Party/Parties exclusively for the Purpose;

(ii) shall not be distributed or disclosed in any way or form by the receiving Party/Parties to anyone except to employees of the receiving Party/Parties and/or employees / advisors / members of the Advisory Board of the Permitted Recipients who each reasonably need to know such Confidential Information for the Purpose, and who in addition, are bound to confidentiality in writing (including by employment agreements) to an extent not less stringent than the obligations imposed under this Agreement;

(iii) shall be kept confidential by the receiving Party/Parties with the same degree of care as is used with respect to the receiving Party's/Parties' own equally important confidential information to avoid disclosure to any third party, but at least with reasonable care; and

(iv) shall remain the property of the disclosing Party.

Each Party shall have the right to refuse accepting information under this Agreement prior to its disclosure; information disclosed despite such a refusal is not covered by the confidentiality obligation under this Agreement. Nothing herein shall obligate either Party to disclose any particular information.

Article 3 Exceptions

The obligations under Article 2 shall not apply to any information which:

(i) was in the receiving Party's/Parties' possession without an obligation to confidentiality prior to receipt from the disclosing Party;

(ii) is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of this Agreement by the receiving Party/Parties and no breach of the corresponding obligations of Permitted Recipients;

(iii) is lawfully obtained by the receiving Party/Parties from a third party without an obligation to keep confidential, provided such third party is not, to the receiving Party's/Parties' knowledge, in breach of any obligation of confidentiality relating to such information;

(iv) is developed by the receiving Party/Parties independently from any Confidential Information or pursuant to the exceptions set out in this Article; or

(v) is approved for release by written agreement of the disclosing Party.

The Party/Parties seeking the benefit of such exception shall bear the burden of proving its existence.

A receiving Party may disclose Confidential Information of the disclosing Party if this receiving Party is required to do so by any ruling of a governmental or regulatory authority, a court order, or by

mandatory law, provided that, if not prohibited by law, written notice of such ruling or order is given without undue delay to the disclosing Party so as to give the disclosing Party an opportunity to intervene, and provided further that this receiving Party uses reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially. Confidential Information disclosed pursuant to such mandatory law, ruling or court order should be marked "Confidential".

Article 4 No license

This Agreement does not grant or convey any licenses or any other rights such as, but not limited to, rights to use patents, utility models, trademarks or trade names, nor does it constitute any obligation of the disclosing Party to grant or convey such rights. The receiving Party/Parties shall not be entitled to file for patents or other statutory protection in any country based on or using any Confidential Information received hereunder, and any such patent or statutory protection must be transferred to the disclosing Party upon its reasonable request and without any charge. The disclosure of Confidential Information does not constitute any right of prior use for the receiving Party/Parties.

The receiving Party/Parties may not reverse engineer, disassemble or decompose any prototypes, software or other tangible objects which embody Confidential Information.

Article 5 No remuneration; warranty; liability

The Parties are not obliged to pay any remuneration for disclosure of any information under this Agreement and agree that all information is made available "as is" and that no warranties are given or liabilities of any kind are assumed with respect to the quality of such information, including, but not limited, to its fitness for the Purpose, non-infringement of third party rights, or its correctness.

If a receiving Party discloses or distributes Confidential Information to Permitted Recipients, or has given its consent to the respective disclosure or distribution of Confidential Information, that receiving Party shall be liable for acts or omissions by its Permitted Recipients or by their employees (even where such Permitted Recipients ceased to be Permitted Recipient), as if such acts or omissions had been this receiving Party's own acts or omissions, where such acts or omissions result in unauthorized distribution, use and/or disclosure of such Confidential Information.

Article 6 Termination; survival period

This Agreement shall come into force on the Effective Date and shall expire one (1) year thereafter. It may be prematurely terminated with thirty (30) days' prior written notice.

Each Party's confidentiality obligations which accrued under this Agreement prior to termination or expiration of this Agreement shall continue for a period of five (5) years following termination or expiration of this Agreement (the survival period).

The Parties are under no legal obligation to conclude any other contract with regard to the Purpose.

Article 7 Return

The disclosing Party may, within ninety (90) days after termination or expiration of this Agreement, request in writing from the receiving Party/Parties that the receiving Party/Parties at its/their discretion either return or destroy all Confidential Information in its/their possession and/or in possession of its/their Permitted Recipients, including Confidential Information stored electronically and/or on record-bearing media as well as any copies thereof. The receiving Party/Parties shall confirm in writing such destruction or return the Confidential Information as well as any copies thereof to the disclosing Party within fourteen (14) days after receipt of the disclosing Party's request.

These provisions shall not apply to (i) copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the receiving Party/Parties or Permitted Recipients according to provisions of mandatory law, and (ii) originals and copies of this Agreement, provided that such Confidential Information or copies thereof shall be subject to the confidentiality obligation according to the terms and conditions set forth herein until returned and/or destroyed.

Article 8 Dispute resolution

All disputes arising in connection with this Agreement, including any question regarding the termination or any subsequent amendment of the Agreement, shall be subject to the exclusive jurisdiction of the Landgericht München I.

Article 9 Governing law

This Agreement shall be subject to the substantive law in force in Germany without reference to any of its conflict of law rules.

Article 10 Assignment

Neither this Agreement nor any rights and obligations under this Agreement may be assigned or delegated by either/any Party without the prior written consent of the other Party/Parties.

However, either/any Party may, without the consent of the other Party/Parties, while remaining entitled and obligated under this Agreement, provide any Confidential Information received under this Agreement to a successor or an acquirer of all or a substantial part of the business to which the Confidential Information pertains (whether by way of a share deal, asset deal or otherwise) provided such successor or acquirer is bound by a prior written agreement imposing on such successor or acquirer confidentiality obligations in respect of the Confidential Information not less stringent than the obligations imposed on the receiving Party/Parties under this Agreement.

Article 11 Written form

This Agreement may not be modified or amended except by written amendments duly executed by the Parties. This requirement of written form can only be waived in writing.

Article 12 Export regulations

Notwithstanding anything to the contrary within this Agreement, for all Confidential Information disclosed hereunder the Parties shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and the disclosing Party shall obtain all necessary export licenses. The disclosing Party shall advise the receiving Party/Parties in writing as early as possible, but not later than the date of disclosure of the Confidential Information, of any information and data needed by the receiving Party/Parties to comply with all applicable Foreign Trade Regulations, e.g. the export control list number or the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN). Neither Party shall be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international Foreign Trade Regulations or any embargoes or other sanctions.

Article 13 Severance clause

If provisions of this Agreement are, or should become entirely or partially invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. Instead of the invalid or unenforceable provision, a ruling shall be used, which, in so far as it is legally permissible, as closely as possible reflects the intentions of the Parties concluding the Agreement.

Article 14 Third parties

A person who is not a party to this Agreement may not enforce any of its terms.

Each Party hereto has caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

NAME		**DRIMCO GmbH**
Place, Date:	Place, Date:	Place, Date:
_____	_____	
_____		
	_____	
_____		
_____	Name (print):	Name (print):
Name (print):	_____	
_____	Title:	Title:

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Title:

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